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 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p>Interagency Agreement</p> <p>Amendment</p> <p>Part 1 - General Information</p>	1. EPA IAG Identification Number DW-69-95388401 - 0	4. Funding Location by Region EPA R8							
	2. Other Agency IAG ID Number	5. Program Office Abbreviation Region 8							
	3. Type of Action New								
6. Name and Address of EPA Organization US Environmental Protection Agency Ecosystems Protection & Remediation 999 18th Street, Suite 300; 8EPR-SR Denver, CO 80202-2466	7. Name and Address of Other Agency U.S. Department of Transportation-Cambridge RSPA Volpe NTSC (DTS 48) 55 Broadway Kendall Square Cambridge, MA 02142								
8. Project Title and Description Libby Asbestos SF Site, Libby Mt Asbestos cleanup. EPA DUNS #: 029128894; DOT DUNS #: 076570282.									
9. EPA Project Officer (Name, Address, Phone Number) Jim Christiansen 999 18th Street, Suite 300 Denver, CO 80202-2466 303-312-6748	10. Other Agency Project Officer (Name, Address, Phone Number) John McGulgin RSPA Volpe NTSC (DTS 48) 55 Broadway Kendall Square Cambridge, MA 02142 617-494-2574								
11. Project Period 04/09/2003 to 04/08/2005	12. Budget Period 04/09/2003 to 04/08/2005								
13. Scope of Work See Attachment A. EPA Grants Specialist for this IAG is Carol Odonnell 303-312-6824									
14. Statutory Authority for Both Transfer of Funds and Project Activities CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended		15. Other Agency Type Federal Agency							
Funds	Previous Amount	Amount This Action							
16. EPA Amount		\$100,000							
17. EPA In-Kind Amount		\$0							
18. Other Agency Amount		\$0							
19. Other Agency In-Kind Amt.		\$0							
20. Total Project Cost		\$100,000							
21. Fiscal									
Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
VOLPE LIB	LPV046	03	T	8AL0P	50102D	2507	08BCV004	C001	100,000
									100,000

ATTACHMENT A
SCOPE OF WORK (3/7/03)
LIBBY ASBESTOS SITE
INTERAGENCY AGREEMENT WITH U.S. DEPARTMENT OF TRANSPORTATION

Background:

The U.S. Department of Transportation, Research and Special Programs Administration, John A. Volpe National Transportation Systems Center (the Volpe Center) has successfully provided engineering and cleanup support to U.S. EPA Region 8 Superfund Emergency Response Program under a non-site specific, or multi-site, interagency agreement (IAG) for several years. Beginning in 1999, Volpe began providing support to the Emergency Response Program at the Libby Asbestos Site in Libby, MT under this IAG. The Libby Asbestos Site is one of the most complex Superfund sites managed by EPA.

In December 2002, the Region 8 Superfund Remedial Program took over long-term management of the Libby site from the Emergency Response Program. The Remedial Program continues to perform emergency actions to reduce or eliminate source of asbestos exposure, as well as planning for long-term remedial actions to bring the site to closure. Through the existing IAG, Volpe has provided support to both the Emergency Response and the Superfund Remedial Programs during the transition between programs. As part of the long-term plan for the site, the Remedial Program would like to continue Volpe's involvement in the Libby project through a site-specific IAG geared toward long-term, remedial response. Volpe's assistance will be focused on planning, contracting, conducting, and oversight of actual cleanup work, but will also include other services as required.

General Scope of Work:

Volpe will provide engineering, contracting, and project management support at the Libby Asbestos Site in Libby, MT. Volpe will work closely with other EPA contractors such as CDM Federal and Syracuse Research Corporation to perform this work.

Specific Tasks

Task 1. Perform cleanup and related actions as directed by EPA. Cleanup may occur using both removal and remedial authority. This task will include, but may not be limited to:

- contracting and management of cleanup contractor(s) as required
- contracting and management of related cleanup efforts, such as disposal, landscaping, backfill, and security
- temporary or permanent relocation of residents affected by cleanup

Task 2. Provide support for cleanup operations in cooperation with EPA and other EPA contractors. This task will include, but may not be limited to:

- Design work including engineering, inspections, sampling, and surveys of individual properties to support contracting and property specific remediation plans and agreements
- Oversight of cleanup contractors
- Analytical support
- Community involvement support (direct relations with individual residents).

Task 3. Provide site specific technical, scientific, and engineering support to EPA the Remedial Investigation/Feasibility Study or investigation work. This task may include, but may not be limited to:

- Analytical support including sample preparation
- Field work or sampling
- Support of Performance Evaluation (PE) Study
- Support of animal studies or other risk assessment programs to help determine site-specific cleanup goals

Task 4. Provide other technical, scientific, and engineering support to EPA which supports basic operations at the Libby Asbestos Site. This task may include, but may not be limited to:

- Development, operation and maintenance of the Libby analytical database
- Development, operation, and maintenance of a Geographic Information System
- Responding to inquiries and information requests, such as for site-specific litigation

Funding and specific work direction will be on a work assignment basis.

Part II - Approved Budget		EPA IAG Identification Number DW-69-95388401 - 0
22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	\$60,975	\$60,975
(b) Fringe Benefits		\$0
(c) Travel		\$0
(d) Equipment		\$0
(e) Supplies		\$0
(f) Procurement / Assistance		\$0
(g) Construction		\$0
(h) Other		\$0
(i) Tot. Direct Charges	\$60,975	\$60,975
(j) Indirect Costs: Rate 64% Base \$60,975.00	\$39,025	\$39,025
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$100,000	\$100,000
23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)		
24. Are any of these funds being used on extramural agreements? (See Item 22f.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Type of Extramural Agreement <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Procurement		
Contractor/Recipient Name (If known)	Total Extramural Amount Under This Project	Percent Funded by EPA (If known)
	Total \$ 0.00	
Part III - Funding Methods and Billing Instructions		
25. (Note: EPA Agency Location Code (ALC) - 68010727)		
<input checked="" type="checkbox"/> Disbursement Agreement <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Repayment <input checked="" type="checkbox"/> Advance </div> <div> Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460. </div> </div> <input type="checkbox"/> Allocation Transfer-Out		
26. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance <input type="checkbox"/> Allocation Transfer-In		
Funding Agency's Treasury Symbol <input type="checkbox"/> One-Year <input type="checkbox"/> Two-Year <input checked="" type="checkbox"/> No-Year		
Other Agency's IAG Identification Number		EPA Program Office Allowance Holder/Resp. Center No.
Other Agency's Billing Address (include ALC or Station Symbol Number)		Other Agency's Billing Instructions and Frequency

Part IV - Acceptance Conditions

EPA Identification Number

DW-69-95388401 - 0

27. General Conditions

The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.

28. Special Conditions (Attach additional sheets if needed)**Part V - Offer and Acceptance**

Note: 1) For Disbursement actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

2) For Reimbursement actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.

EPA IAG Administration Office (for administrative assistance)**EPA Program Office (for technical assistance)****29. Organization/Address**

US EPA R8

999 18th Street; Suite 300; 8EPR-SR
Denver, CO 80202-2466

30. Organization/Address

US Environmental Protection Agency
Region 8
999 18th Street, Suite 300
Denver, CO 80202-2466

Certification

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statements may be punishable by fine or imprisonment or both under applicable law.

Decision Official on Behalf of the Environment Protection Agency Program Office**31. Signature****Typed Name and Title**

Max H. Dodson, Assistant Regional Administrator

MAR 26 2003

Decision Official on Behalf of the Environment Protection Agency

32. Signature**Typed Name and Title**

Wayne Anthofer, Director

MAR 26 2003

Authorizing Official on Behalf of the Other Agency

33. Signature**Typed Name and Title**

Dr. Richard John, Director

Date

IAG Terms and Conditions

Recipient agrees to meet the site-specific financial management and record keeping responsibilities contained in EPA's "Superfund Financial Management and Record Keeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as a manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorized EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both Recipient and EPA have responsibilities under this agreement. Recipient accounting system reports must be supported by site- and activity-specific cost documentation. Recipient will organize and retain in site file(s) documentation of costs by site and activity (e. g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

Payroll - time sheets or time cards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor. However, any subsequent revisions to the time sheets must be signed by both the employee and the employee's supervisor.

Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotels, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 "Voucher and Schedule of Payment" or equivalent.

Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, Recipient project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.

Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

Any other direct costs not included in the above categories.

b. Indirect Costs

The Recipient certifies (1) that any indirect costs included in billing EPA represent, in accordance with GAO principles, indirect costs that are funded out of the performing agency's currently available appropriations and that bear a significant relationship to the performing of the services of work, or (2) that statutory authority exists for charging other than these costs for performance. If an audit determines that any direct or indirect costs changed following the resolution of the audit and EPA will be credited for those costs.

2. Reporting Requirements

a. Recipient will provide monthly progress reports to the EPA Regional Project Officer containing:

Site name, site ID number, and IAG number

Summary of work performed this period

Estimate of the percentage of project completed

Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown (See Item 22, page 2)

Summaries of all problems or potential problems encountered during the reporting period

Projected work for the next reporting period.

b. Recipient will provide the EPA Financial Management Center, Cincinnati, with a summary of OPAC transactions quarterly containing, as appropriate, Recipient costs by budget category (See Item 22, page 2) identified by the site, site-specific account number, and IAG number.

c. Recipient will provide a final inventory of property, within 30 days of project completion, describing the condition of each item and requesting disposition instructions. If the duration of the project is greater than one year, Recipient will provide an annual inventory of all property acquired by or furnished to Recipient with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, Recipient will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the backup documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than 30 days. If additional time is required to comply with a request, Recipient will negotiate with EPA or DOJ a schedule for responding. Recipient will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. Record Retention Requirements

Recipient and its contractors will retain the documents described in these Terms and Conditions for a minimum of 10 years after transmission of a final OPAC billing for a site or sites, after which Recipient and its contractors must obtain written permission from the appropriate Regional Award Official before disposing of any of the records.

5. Audits

a. Certain agencies are required by CERCLA, as amended, to perform annual audits of transactions involving Superfund. The Recipient may also be required to perform annual audits. Cost documentation information must be available for audit or verification upon request of the DOI Inspector General.

b. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified by Recipient immediately following the resolution of the audit and be credited with those costs.

6. Other EPA Involvement

a. EPA's substantial involvement in this IAG will include reimbursement to Recipient, through the U. S. Treasury Department's Government On-Line Accounting Link System (GOALS), featuring on-line payment and collections (OPAC). At the same time that reimbursement is made, Recipient sends requests for reimbursement to the authorized representatives of the EPA regional program office and the EPA regional IAG administration office (if applicable) for approval. Approvals of these requests are based upon receipt and approval by the EPA regional program office of the monthly progress report and any other technical reports described in the Scope of Work. If there are any adjustments to the amount paid to Recipient, the regional program office contacts the EPA Financial Management Center, Cincinnati.

b. EPA will hold title to all property acquired with Superfund monies. EPA will provide Recipient with property disposal instructions upon termination of the IAG and receive fair-market value for any property disposed of or used for non-Superfund activities.